

1 RILEY A. CLAYTON
Nevada Bar No. 005260
2 rclayton@lawhjc.com

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4 **HALL JAFFE & CLAYTON, LLP**
7425 PEAK DRIVE
LAS VEGAS, NEVADA 89128
5 (702) 316-4111
6 FAX (702)316-4114

7 Attorney for Defendant, *State Farm Mutual*
8 *Automobile Insurance Company, erroneously*
9 *sued as State Farm VP Management Corp.*

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 SHIRLEY ESCOTO, an individual;
13
14 Plaintiff,

15 vs.

16 STATE FARM VP MANAGEMENT CORP; a
Foreign Corporation; DOES 1 through 20,
17 inclusive, ROE CORPORATIONS 1-25,
inclusive,
18 Defendants.

CASE NO.: 2:18-cv-00505-APG-CWH

**STIPULATION AND ORDER FOR
REMAND, DISMISSAL OF EXTRA-
CONTRACTUAL CLAIMS WITH
PREJUDICE, AND CAP ON DAMAGES AT
\$50,000**

19 This Stipulation and Order for Remand, Dismissal of Extra-Contractual Claims With Prejudice,
20 Cap on Damages at \$50,000, and Remand to State Court (hereinafter “Agreement”) is entered into by
21 Plaintiff, Shirley Escoto, (“Plaintiff”), and Defendant, State Mutual Automobile Insurance Company
22 erroneously named as State Farm VP Management Corp. (“State Farm”), (collectively referred to as the
23 “Parties”), as an alternative method of resolving a dispute that has allegedly arisen from an January 4,
24 2016, automobile accident and subsequent claims handling, which culminated in a lawsuit styled *Shirely*
25 *Escoto v. State Farm VP Management Corp., et al*, currently pending in the United States District Court,
26 District of Nevada, Case No. 2:18-cv-00505-APG-CWH. Plaintiff is represented by Kang & Associates.
27 State Farm is represented by Hall Jaffe & Clayton, LLP.
28

1 The following terms and conditions of this Agreement will become effective upon the signature
2 by the Parties and the execution and filing of the same by this Court.

3 1. State Farm issued a policy of automobile insurance, which provides, among other
4 coverages, uninsured motorist (“UIM”) coverage of up to \$50,000 “each person,” subject to all terms,
5 conditions, limitations of the policy and any applicable offsets.

6 2. In an effort to resolve all disputes and controversies between the Parties arising out of and
7 relating to the subject automobile accident and subsequent claims handling, the Parties have agreed to
8 remand this case from federal court to state court; dismiss any/all extra-contractual claims (e.g., bad
9 faith, consequential damages, attorneys fees, violations of NRS 686A.310, punitive damages, etc.); cap
10 all damages and exposure related to State Farm at \$50,000, which is the limit of UIM coverage available
11 to Plaintiff, after all applicable offsets; and allow the case to proceed through Nevada’s court annexed
12 arbitration program. The Parties agree and understand that after any arbitration award or decision is
13 rendered, the Parties have reserved their rights to appeal the award or decision by timely filing for a trial
14 de novo, and having the matter resolved under Nevada’s “short jury trial” program, although the
15 damages will still remain capped at \$50,000.

16 3. Because the amount in controversy is capped at \$50,000, there no longer exists any
17 amount in controversy sufficient for this Court to exercise jurisdiction over the case and, as such, the
18 case will be remanded to the Eighth Judicial District Court, District of Nevada, Case No. A-18-770065-
19 C, Dept. 19. Once the case has been remanded, the Parties will coordinate with each other to have the
20 matter placed in the Court Annexed Arbitration Program at the earliest point possible.

21 4. Plaintiff, through this Agreement, agrees to dismiss with prejudice any all claims, which
22 are pled or could have been pled against State Farm as it relates to its claims handling and decision-
23 making, including any/all claims seeking extra-contractual recovery. In other words, the only claim that
24 survives this Agreement involves Plaintiff’s legal entitlement, if any, to the UIM proceeds available
25 under the policy, subject to the \$50,000 “each person” limit, after all applicable offsets.

26 5. No attorneys fees or costs shall be awarded with respect to the removal of this case to
27 federal court and the subsequent remand.

1 6. This Agreement is binding on the Parties, their heirs, executors, administrators, personal
2 representatives, legal representatives, and other such persons or entities.

3 DATED this 18th day of May, 2018.

 DATED this 18th day of May, 2018.

4 HALL JAFFE & CLAYTON, LLP

 KANG & ASSOCIATES

6 By /s/ Riley A. Clayton

7 RILEY A. CLAYTON

8 Nevada Bar No. 5260

9 7425 Peak Drive

10 Las Vegas, Nevada 89128

11 Attorneys for Defendant, State Farm Mutual
12 Automobile Ins. Co.

 By /s/ Patrick W. Kang

 PATRICK W. KANG

 Nevada Bar No. 10381

 6480 W. Spring Mountain Rd, Suite 1

 Las Vegas, NV 89146

 Attorneys for Plaintiff

11 **ORDER**

12 IT IS SO ORDERED.

13 
14 UNITED STATES DISTRICT COURT JUDGE

15 Dated: May 18, 2018.